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Eduardo Gonzalez

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**EDUARDO GONZALEZ**, an individual,  
Plaintiff,  
vs.

**LAW OFFICES OF ALLEN ROBERT  
KING, and ALLEN ROBERT KING, and  
SALVADOR CORTEZ and WRIGHT  
PROPERTY MANAGEMENT, INC. and  
DOES 1-10,**  
Defendant.

Case No.: 2:16-cv-02231-SJO-  
KS

**THIRD AMENDED  
COMPLAINT FOR DAMAGES**

**DEMAND FOR A JURY TRIAL**

Plaintiff, Eduardo Gonzalez, upon written consent of Wright Property Management, Inc. [Exhibit 1], files this Third Amended Complaint, solely to add Wright Property Management to the second cause of action, which advertently omitted them in the Second Amended Complaint, and with that correction, alleges the following:

1. Defendants, debt collectors, made false and deceptive statements to Plaintiff in order to keep him from answering an unlawful detainer complaint. Defendants told Plaintiff that they would not pursue the unlawful detainer, and that they would agree to an out of court settlement, and

1 Plaintiff relied on those promises to his detriment. Defendants told Plaintiff  
2 to wait for a written agreement which they would send to his lawyer.

3 2. Defendants then obtained a judgment against Plaintiff and evicted  
5 Plaintiff.

6 3. Before taking default judgment, Plaintiff notified Defendant that  
7 Plaintiff was not properly served. Taking default against a consumer in a  
8 lawsuit for a consumer debt,

9 4. According to 15 U.S.C. §1692:

10 (a) There is abundant evidence of the use of abusive, deceptive, and  
11 unfair debt collection practices by many debt collectors. Abusive debt  
12 collection practices contribute to the number of personal  
bankruptcies, to marital instability, to the loss of jobs, and to  
**invasions of individual privacy.**

13 (b) Existing laws and procedures for redressing these injuries are  
14 inadequate to protect consumers.

15 (c) Means other than misrepresentation or other abusive debt  
collection practices are available for the effective collection of debts.

16 (d) Abusive debt collection practices are carried on to a substantial  
17 extent in interstate commerce and through means and  
instrumentalities of such commerce. Even where abusive debt  
collection practices are purely intrastate in character, they  
18 nevertheless directly affect interstate commerce.

19 (e) It is the purpose of the title to eliminate abusive debt collection  
20 practices by debt collectors, to insure that those debt collectors who  
refrain from using abusive debt collection practices are not  
competitively disadvantaged, and to promote consistent State action  
21 to protect consumers against debt collection abuses.

## 22 PARTIES

23 5. Eduardo Gonzalez ("Plaintiff") is, and at all times herein mentioned  
24 was, a natural person residing in the County of Los Angeles. He is a  
25 consumer as that is defined by 15 U.S.C. 1692a and Civil Code 1788.2.

26 6. LAW OFFICES OF ALLEN ROBERT KING (LOAK) is a professional  
27 law corporation which lawfully conducts business in the State of California.

28 ///

1 7. ALLEN ROBERT KING (KING) is a debt collector as defined by the  
2 federal Fair Debt Collection Practices Act and is personally liable for his  
3 actions herein.

5 8. It is alleged on information and belief that SALVADOR CORTEZ  
6 (CORTEZ) is the owner of the property rented from the Plaintiff. It is further  
7 alleged on information and belief that he resides in the County of Los  
8 Angeles.

9 9. It is alleged on information and belief that Wright Property  
10 Management, Inc. (WRIGHT) is a property management company that was  
11 hired as the agent of Mr. CORTEZ. It is further alleged that WRIGHT hired  
12 Defendants LOAK and KING, jointly, to bring the unlawful detainer matter at  
13 issue in this case.

14 10. At all times herein mentioned, unless otherwise stated, the term  
15 "defendant" or "defendants" refers to CORTEZ, WRIGHT, LOAK and KING,  
16 jointly.

17 11. Defendant's principal purpose is the collection of debts, and  
18 regularly engages in the collection of debts through the mail, telephone and  
19 filing lawsuits throughout the State of California. Defendants are "debt  
20 collectors" as that is defined by 15 U.S.C. 1692a and Civil Code 1788.2.

21 12. Defendant and defendants refer to all defendants, name and  
22 unnamed, as plaintiff alleges each are jointly and severally liable for the  
23 conduct alleged herein.

24 13. The true names and capacities, whether individual, corporate,  
25 associate, or otherwise, of defendants DOES 1-10 inclusive, are unknown to  
26 plaintiff who, therefore, sues said defendants by such fictitious names.  
27 Plaintiff will amend the complaint to show their true names and capacities  
28 when ascertained. Plaintiff is informed and believes, and therefore alleges,

1 that each of said defendants is responsible in some manner for the events  
2 and happenings, and proximately caused the injuries and damages,  
3 hereinafter alleged. Plaintiff will amend the complaint if the true names  
5 become discovered.

#### 6 **JURISDICTION**

7 14. Jurisdiction of the court arises pursuant to 28 U.S.C. § 1331, 15  
8 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

9 15. The action arises out of the defendants' violations of the Fair  
10 Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") along  
11 with supplemental state claims.

12 16. Since defendants do business within California, there is  
13 personal jurisdiction.

#### 14 **VENUE**

15 17. Venue is proper pursuant to 28 U.S.C. § 1391.

16 18. At all times relevant, the defendants conducted business within  
17 the State of California.

#### 18 **FACTUAL ALLEGATIONS**

19 19. Plaintiff was residing at a house in East Los Angeles with his  
20 family. Because he lost his job, he temporally became behind on his rent.

21 20. Plaintiff was served with an eviction notice by Defendants.  
22 Shortly thereafter, Plaintiff obtained a new job.

23 21. Plaintiff hired counsel. Plaintiff's counsel spoke with KING and  
24 asked KING if Plaintiff was able to pay the current rent, and all the past due  
25 rent within 30 days, if his family could remain in the residence. In the  
26 alternative, KING and Plaintiff's counsel discussed the possibility, at KING's  
27 suggestion, of letting Plaintiff have until an agreed date to vacate the  
28 residence, and use the money to get a new place to live, so that the Landlord

1 did not have to deal with a holdover tendency. KING said he would speak to  
2 his client and call Plaintiff's counsel.

3 22. KING never contacted Plaintiff's counsel, so Plaintiff and his  
5 attorney, both on the phone, contacted LOAK and spoke with his paralegal.  
6 She stated that the landlord did not want to keep Plaintiff as a tenant. Plaintiff  
7 was advised, however, that if he vacated the residence by an agreed date,  
8 the landlord would dismiss the unlawful detainer action and not seek  
9 damages from Plaintiff.

10 23. Plaintiff agreed to immediately begin moving, and LOAK stated  
11 that it would send a stipulation to Plaintiff's counsel in the following days for  
12 review. Plaintiff and his attorney waited for the stipulation.

13 24. Several days later, Plaintiff was served with a default judgment.

14 25. Plaintiff and his attorney called LOAK again, and spoke with the  
15 same paralegal. She looked at the file and admitted that a default judgment  
16 should not have been taken but couldn't provide an answer as to why it  
17 happened. Plaintiff's counsel demanded a call back from KING.

18 26. KING never returned called Plaintiff or Plaintiff's attorney.

19 27. Plaintiff vacated the residence as promised, and in fact, lost his  
20 new job since he had to take days off work to get his property out. The reason  
21 why Plaintiff forfeited his job to move was to avoid an unlawful detainer  
22 judgment. The judgment is now in place.

23 28. Plaintiff suffered actual damages, including but not limited to:  
24 loss of job, loss of sleep, loss of appetite, marital strife, depression, anxiety,  
25 stomach pains and head aches and negative credit reporting. Plaintiff used  
26 over the counter drugs to treat these symptoms.

27 29. The Ninth Circuit decision on his legal issue states that creditors  
28 are vicariously liable for the collection activities of attorneys working on its

1 behalf. See *Fox v. Citicorp*, 15 F.3d 1507, 1516 (9th Cir. 1994). Since then,  
2 this Ninth Circuit holding has become clearly established law.

3 30. As such, CORTEZ and WRIGHT at jointly and severely liable for  
5 the actions of LOAK and KING.

6 **FIRST CAUSE OF ACTION – FDCPA**

7 *(As Against All Defendants)*

8 31. Plaintiff repeats, re-alleges, and incorporates by reference all of  
9 the paragraphs above as though fully stated herein.

10 32. Defendants' acts and omissions, and course of conduct as more  
11 fully described above constitute numerous and multiple violations of the  
12 FDCPA, 15 U.S.C. §1692 et seq., including but not limited to the violations:  
13 § 1692e, 1692e(5), and 1692e(10), amongst others.

14 33. As a result of Defendants' violations, Plaintiff is entitled to  
15 recover statutory damages, actual damages, reasonable attorney's fees, and  
16 costs, pursuant to 15 U.S.C. §1692k et seq.

17 **SECOND CAUSE OF ACTION – ROSENTHAL FDCPA**

18 *(As Against Law Offices of Allen Robert King, Wright Property Management, Inc. and*  
19 *Salvador Cortez)*

20 34. Plaintiff repeats, re-alleges, and incorporates by reference all of  
21 the paragraphs above as though fully stated herein.

22 35. The foregoing acts and omissions by these Defendants with  
23 respect to Plaintiff in their attempts to collect a consumer debt from Plaintiff  
24 constitute numerous and multiple unfair, deceptive, misleading practices  
25 made unlawful pursuant to the California Rosenthal Fair Debt Collection  
26 Practices Act, including but not limited to Civil Code §§ 1788-1788.32,  
27 including §§ 1788.15, and 1788.17 (§ 1692e, 1692e(5), and 1692e(10)).

28 ///

36. Plaintiff is entitled to recover statutory damages, actual damages, reasonable attorney's fees and costs.

**WHEREFORE**, Plaintiff respectfully prays that judgment be entered against the Defendants for the following:

A. Statutory and actual damages pursuant to 15 U.S.C. § 1692k

B. Statutory and actual damages pursuant to California Civil Code § 1788.17 and 1788.30.

C. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k, California Civil Code § 1788.17 and Civil Code § 1788.30.

D. For such other and further relief as may just and proper.

Dated: **May 15, 2017**

/s/ Andre L. Verdun  
Andre L. Verdun  
Attorney for Plaintiff,  
Eduardo Gonzalez

**DEMAND FOR JURY TRIAL**

**NOW COMES** Plaintiff, Eduardo Gonzalez, by and through his attorney, Andre L. Verdun, and hereby demands a trial by jury in the above-captioned matter.

Dated: **May 15, 2017**

/s/ Andre L. Verdun  
Andre L. Verdun  
Attorney for Plaintiff,  
Eduardo Gonzalez

# EXHIBIT 1



Andre L. Verdun (SBN 265436)  
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Attorneys for Plaintiff, Eduardo Gonzalez

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**STIPULATION**

**THE PARTIES HEREBY STIPULATE THAT** Plaintiff Eduardo Gonzalez can file a Third Amended Complaint, only to add Wright Property Management to the Second Cause of Action.

**IT IS SO STIPULATED.**

Dated: **May 15, 2017**

s/ Andre L Verdun

Andre Verdun, Attorney for Plaintiff

s/ Thomas A. Scutti

Thomas A. Scutti,

Attorney for Defendant